

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
NICOLAS GUADALUPE RAMIREZ,
ESTELA ROCIO RAMIREZ, and
ROSALINDA ROSALES, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

ARCHDIOCESE OF NEW YORK, ST.
JOSEPH OF THE HOLY FAMILY,
JOSEPH SAYEGH, LUANA DARSON, and
JOSEPH KINDA,

Defendants.
-----X

Case No. 21-cv-231(GHW) (OTW)

ANSWER AND DEFENSES

Archdiocese of New York, St. Joseph of the Holy Family (“St. Joseph”), Joseph Sayegh, Luana Darson and Joseph Kinda (collectively referred to herein as “Defendants”), by and through their undersigned attorneys, respectfully submit the following Answer and Defenses to Nicolas Guadalupe Ramirez, Estela Rocio Ramirez and Rosalinda Rosales’s (collectively “Plaintiffs”) Amended Complaint in the above-captioned action.

AS AND FOR “INTRODUCTION”

1. Defendants deny each allegation set forth in Paragraph “1” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

2. Defendants deny each allegation set forth in Paragraph “2” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

3. Defendants deny each allegation set forth in Paragraph “3” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

4. Defendants deny each allegation set forth in Paragraph “4” of Plaintiffs’ Amended Complaint.

5. Defendants deny each allegation set forth in Paragraph “5” of Plaintiffs’ Amended Complaint.

6. Defendants deny each allegation set forth in Paragraph “6” of Plaintiffs’ Amended Complaint.

7. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “7” of Plaintiffs’ Amended Complaint.

8. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “8” of Plaintiffs’ Amended Complaint.

AS AND FOR “JURISDICTION & VENUE”

9. Defendants deny each allegation set forth in Paragraph “9” of Plaintiffs’ Amended Complaint, except aver that jurisdiction is proper.

10. Defendants deny each allegation set forth in Paragraph “10” of Plaintiffs’ Amended Complaint, except aver that jurisdiction is proper.

11. . Defendants deny each allegation set forth in Paragraph “11” of Plaintiffs’ Amended Complaint, except aver that venue is proper.

AS AND FOR “PLAINTIFFS”

12. Defendants deny each allegation set forth in Paragraph “12” of Plaintiffs’ Amended Complaint, except aver that Plaintiff Ramirez was employed by St. Joseph during certain times relevant hereto.

13. Defendants deny each allegation set forth in Paragraph “13” of Plaintiffs’ Amended Complaint.

14. Defendants deny each allegation set forth in Paragraph “14” of Plaintiffs’ Amended Complaint.

15. Defendants deny each allegation set forth in Paragraph “15” of Plaintiffs’ Amended Complaint.

16. Defendants deny each allegation set forth in Paragraph “16” of Plaintiffs’ Amended Complaint.

17. Defendants deny each allegation set forth in Paragraph “17” of Plaintiffs’ Amended Complaint.

AS AND FOR “DEFENDANTS”

18. Defendants admit the allegations set forth in Paragraph “18” of Plaintiffs’ Amended Complaint.

19. Defendants admit the allegations set forth in Paragraph “19” of Plaintiffs’ Amended Complaint.

20. Defendants admit the allegations set forth in Paragraph “20” of Plaintiffs’ Amended Complaint.

21. Defendants admit the allegations set forth in Paragraph “21” of Plaintiffs’ Amended Complaint.

22. Defendants deny each allegation set forth in Paragraph “22” of Plaintiffs’ Amended Complaint.

23. Defendants deny each allegation set forth in Paragraph “23” of Plaintiffs’ Amended Complaint.

24. Defendants deny the allegations set forth in Paragraph “24” of Plaintiffs’ Amended Complaint.

25. Defendants admit the allegations set forth in Paragraph “25” of Plaintiffs’ Amended Complaint.

26. Defendants admit the allegations set forth in Paragraph “26” of Plaintiffs’ Amended Complaint.

27. Defendants admit the allegations set forth in Paragraph “27” of Plaintiffs’ Amended Complaint.

AS AND FOR “COLLECTIVE ACTION ALLEGATIONS”

28. Defendants deny each allegation set forth in Paragraph “28” of Plaintiffs’ Amended Complaint.

AS AND FOR “CLASS ACTION ALLEGATIONS”

29. Defendants deny each allegation set forth in Paragraph “29” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

30. Defendants deny each allegation set forth in Paragraph “30” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

31. Defendants deny each allegation set forth in Paragraph “31” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

32. Defendants deny each allegation set forth in Paragraph “32” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

33. Defendants deny each allegation set forth in Paragraph “33” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

34. Defendants deny each allegation set forth in Paragraph “34” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

35. Defendants deny each allegation set forth in Paragraph “35” of Plaintiffs’ Amended Complaint.

36. Defendants deny each allegation set forth in Paragraph “36” of Plaintiffs’ Amended Complaint, except aver that Plaintiffs purport to proceed as set forth therein.

37. Defendants deny each allegation set forth in Paragraph “37” of Plaintiffs’ Amended Complaint.

38. Defendants deny each allegation set forth in Paragraph “38” of Plaintiffs’ Amended Complaint.

39. Defendants deny each allegation set forth in Paragraph “39” of Plaintiffs’ Amended Complaint, including all subparts contained therein.

40. Defendants deny each allegation set forth in Paragraph “40” of Plaintiffs’ Amended Complaint.

41. Defendants deny each allegation set forth in Paragraph “41” of Plaintiffs’ Amended Complaint.

42. Defendants deny each allegation set forth in Paragraph “42” of Plaintiffs’ Amended Complaint.

43. Defendants deny each allegation set forth in Paragraph “43” of Plaintiffs’ Amended Complaint.

44. Defendants deny each allegation set forth in Paragraph “44” of Plaintiffs’ Amended Complaint.

AS AND FOR "STATEMENT OF FACTS

I. FLSA/NYLL CLAIMS

A. NYLL PAYSTUB AND TIME-OF-HIRE NOTICE VIOLATIONS

1. MR. RAMIREZ

45. Defendants deny each allegation set forth in Paragraph "45" of Plaintiffs' Amended Complaint.

AS AND FOR "2. MRS. RAMIREZ"

46. Defendants deny each allegation set forth in Paragraph "46" of Plaintiffs' Amended Complaint.

47. Defendants deny each allegation set forth in Paragraph "47" of Plaintiffs' Amended Complaint.

AS AND FOR "3. ROSALES"

48. Defendants deny each allegation set forth in Paragraph "48" of Plaintiffs' Amended Complaint.

49. Defendants deny each allegation set forth in Paragraph "49" of Plaintiffs' Amended Complaint.

**AS AND FOR "B. MRS. RAMIREZ'S MINIMUM WAGE
AND UNTIMELY-PAID WAGE CLAIMS"**

50. Defendants deny each allegation set forth in Paragraph "50" of Plaintiffs' Amended Complaint.

51. Defendants deny each allegation set forth in Paragraph "51" of Plaintiffs' Amended Complaint.

52. Defendants deny each allegation set forth in Paragraph "52" of Plaintiffs' Amended Complaint.

53. Defendants deny each allegation set forth in Paragraph “53” of Plaintiffs’ Amended Complaint.

54. Defendants deny each allegation set forth in Paragraph “54” of Plaintiffs’ Amended Complaint.

55. Defendants deny each allegation set forth in Paragraph “55” of Plaintiffs’ Amended Complaint.

AS AND FOR “PLAINTIFFS’ DISCRIMINATION CLAIMS”

56. Defendants deny each allegation set forth in Paragraph “56” of Plaintiffs’ Amended Complaint.

57. Defendants deny each allegation set forth in Paragraph “57” of Plaintiffs’ Amended Complaint.

58. Defendants deny each allegation set forth in Paragraph “58” of Plaintiffs’ Amended Complaint.

59. Defendants deny each allegation set forth in Paragraph “59” of Plaintiffs’ Amended Complaint, but refer to the text message referenced for a true and correct statement of its contents.

60. Defendants deny each allegation set forth in Paragraph “60” of Plaintiffs’ Amended Complaint.

61. Defendants deny each allegation set forth in Paragraph “61” of Plaintiffs’ Amended Complaint.

62. Defendants deny each allegation set forth in Paragraph “62” of Plaintiffs’ Amended Complaint.

63. Defendants deny each allegation set forth in Paragraph “63” of Plaintiffs’ Amended Complaint, except aver that Joyce Aiken did not return to her position.

64. Defendants deny each allegation set forth in Paragraph “64” of Plaintiffs’ Amended Complaint.

65. Defendants deny each allegation set forth in Paragraph “65” of Plaintiffs’ Amended Complaint.

66. Defendants deny each allegation set forth in Paragraph “66” of Plaintiffs’ Amended Complaint.

67. Defendants deny each allegation set forth in Paragraph “67” of Plaintiffs’ Amended Complaint.

68. Defendants deny each allegation set forth in Paragraph “68” of Plaintiffs’ Amended Complaint.

69. Defendants deny each allegation set forth in Paragraph “69” of Plaintiffs’ Amended Complaint.

70. Defendants deny each allegation set forth in Paragraph “70” of Plaintiffs’ Amended Complaint.

71. Defendants deny each allegation set forth in Paragraph “71” of Plaintiffs’ Amended Complaint.

72. Defendants admit the allegations set forth in Paragraph “72” of Plaintiffs’ Amended Complaint.

73. Defendants deny each allegation set forth in Paragraph “73” of Plaintiffs’ Amended Complaint.

74. Defendants deny each allegation set forth in Paragraph “74” of Plaintiffs’ Amended Complaint.

75. Defendants deny each allegation set forth in Paragraph “75” of Plaintiffs’ Amended Complaint.

76. Defendants deny each allegation set forth in Paragraph “76” of Plaintiffs’ Amended Complaint.

77. Defendants deny each allegation set forth in Paragraph “77” of Plaintiffs’ Amended Complaint.

78. Defendants deny each allegation set forth in Paragraph “78” of Plaintiffs’ Amended Complaint.

79. Defendants deny each allegation set forth in Paragraph “79” of Plaintiffs’ Amended Complaint.

80. Defendants deny each allegation set forth in Paragraph “80” of Plaintiffs’ Amended Complaint.

81. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “81” of Plaintiffs’ Amended Complaint.

82. Defendants deny each allegation set forth in Paragraph “82” of Plaintiffs’ Amended Complaint.

83. Defendants deny each allegation set forth in Paragraph “83” of Plaintiffs’ Amended Complaint, except aver that Defendant Sayegh visited St. Joseph’s in February 2020.

84. Defendants deny each allegation set forth in Paragraph “84” of Plaintiffs’ Amended Complaint.

85. Defendants deny each allegation set forth in Paragraph “85” of Plaintiffs’ Amended Complaint.

86. Defendants deny each allegation set forth in Paragraph “86” of Plaintiffs’ Amended Complaint, except aver that Defendant Sayegh visited St. Joseph’s in February 2020.

87. Defendants deny each allegation set forth in Paragraph “87” of Plaintiffs’ Amended Complaint.

88. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “88” of Plaintiffs’ Amended Complaint.

89. Defendants deny each allegation set forth in Paragraph “89” of Plaintiffs’ Amended Complaint.

90. Defendants deny each allegation set forth in Paragraph “90” of Plaintiffs’ Amended Complaint.

91. Defendants deny each allegation set forth in Paragraph “91” of Plaintiffs’ Amended Complaint.

92. Defendants deny each allegation set forth in Paragraph “92” of Plaintiffs’ Amended Complaint, but refers to the documents/messages referenced for true and correct statements of their contents.

93. Defendants deny each allegation set forth in Paragraph “93” of Plaintiffs’ Amended Complaint.

94. Defendants deny each allegation set forth in Paragraph “94” of Plaintiffs’ Amended Complaint.

95. Defendants deny each allegation set forth in Paragraph “95” of Plaintiffs’ Amended Complaint.

96. Defendants deny each allegation set forth in Paragraph “96” of Plaintiffs’ Amended Complaint.

97. Defendants deny each allegation set forth in Paragraph “97” of Plaintiffs’ Amended Complaint.

98. Defendants deny each allegation set forth in Paragraph “98” of Plaintiffs’ Amended Complaint.

99. Defendants deny each allegation set forth in Paragraph “99” of Plaintiffs’ Amended Complaint.

100. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “100” of Plaintiffs’ Amended Complaint.

101. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph “101” of Plaintiffs’ Amended Complaint.

102. Defendants deny each allegation set forth in Paragraph “102” of Plaintiffs’ Amended Complaint.

103. Defendants deny each allegation set forth in Paragraph “103” of Plaintiffs’ Amended Complaint.

104. Defendants deny each allegation set forth in Paragraph “104” of Plaintiffs’ Amended Complaint.

105. Defendants deny each allegation set forth in Paragraph “105” of Plaintiffs’ Amended Complaint, but refer to the statutes referenced for true and correct statements of their contents.

106. Defendants deny each allegation set forth in Paragraph “106” of Plaintiffs’ Amended Complaint.

107. Defendants deny each allegation set forth in Paragraph “107” of Plaintiffs’ Amended Complaint.

108. Defendants deny each allegation set forth in Paragraph “108” of Plaintiffs’ Amended Complaint.

109. Defendants deny each allegation set forth in Paragraph “109” of Plaintiffs’ Amended Complaint.

110. Defendants deny each allegation set forth in Paragraph “110” of Plaintiffs’ Amended Complaint, but refer to the document referenced for a true and correct statement of its contents.

111. Defendants deny each allegation set forth in Paragraph “111” of Plaintiffs’ Amended Complaint, but refer to the document referenced for a true and correct statement of its contents.

AS AND FOR “STATEMENT OF CLAIMS

COUNT I.

**[Race Discrimination in Violation of the Civil Rights Act of 1866, 42 USC §1981
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]**

112. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “111” of Plaintiffs’ Amended Complaint.

113. Defendants deny each allegation set forth in Paragraph “113” of Plaintiffs’ Amended Complaint.

114. Defendants deny each allegation set forth in Paragraph “114” of Plaintiffs’ Amended Complaint.

115. Defendants deny each allegation set forth in Paragraph “115” of Plaintiffs’ Amended Complaint.

116. Defendants deny each allegation set forth in Paragraph “116” of Plaintiffs’ Amended Complaint.

**AS AND FOR “COUNT II,
[Nationality Discrimination in Violation of the Civil Rights Act of 1866, 42 USC § 1981
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]”**

117. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “116” of Plaintiffs’ Amended Complaint.

118. Defendants deny each allegation set forth in Paragraph “118” of Plaintiffs’ Amended Complaint.

119. Defendants deny each allegation set forth in Paragraph “119” of Plaintiffs’ Amended Complaint.

120. Defendants deny each allegation set forth in Paragraph “120” of Plaintiffs’ Amended Complaint.

121. Defendants deny each allegation set forth in Paragraph “121” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT III.
[Race Discrimination in Violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C.
§2000(e) et. Seq
Brought by All Plaintiffs, on Behalf of Themselves and the Race Discrimination Subclass,
Against All Defendants]”

122. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “121” of Plaintiffs’ Amended Complaint.

123. Defendants deny each allegation set forth in Paragraph “123” of Plaintiffs’ Amended Complaint.

124. Defendants deny each allegation set forth in Paragraph “124” of Plaintiffs’ Amended Complaint.

125. Defendants deny each allegation set forth in Paragraph “125” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT IV.
[Nationality Discrimination in Violation of Title VII of the Civil Rights Act of 1964, 42
U.S.C. §2000(e) et. Seq
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]”

126. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “125” of Plaintiffs’ Amended Complaint.

127. Defendants deny each allegation set forth in Paragraph “127” of Plaintiffs’ Amended Complaint.

128. Defendants deny each allegation set forth in Paragraph “128” of Plaintiffs’ Amended Complaint.

129. Defendants deny each allegation set forth in Paragraph “129” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT V.
[Hostile Work Environment in Violation of the Civil Rights Act of 1866, 42 U.S.C. §1981
Brought by All Plaintiffs, on Behalf of Themselves and the Race Discrimination Subclass,
Against All Defendants]”

130. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “129” of Plaintiffs’ Amended Complaint.

131. Defendants deny each allegation set forth in Paragraph “131” of Plaintiffs’ Amended Complaint.

132. Defendants deny each allegation set forth in Paragraph “132” of Plaintiffs’ Amended Complaint.

133. Defendants deny each allegation set forth in Paragraph “133” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT VI.
[Race Discrimination in Violation of New York State Executive Law §296
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]”

134. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “133” of Plaintiffs’ Amended Complaint.

135. Defendants deny each allegation set forth in Paragraph “135” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT VII.
[Nationality Discrimination in Violation of New York State Executive Law §296
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]”

136. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “135” of Plaintiffs’ Amended Complaint.

137. Defendants deny each allegation set forth in Paragraph “137” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT VIII.
[Violation of New York State Human Rights Law
Aiding and Abetting
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against Defendants JOSEPH SAYEGH, LUANA DARSON, and JOSEPH KINDA]

138. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “137” of Plaintiffs’ Amended Complaint.

139. Defendants deny each allegation set forth in Paragraph “139” of Plaintiffs’ Amended Complaint.

140. Defendants deny each allegation set forth in Paragraph “140” of Plaintiffs’ Amended Complaint.

141. Defendants deny each allegation set forth in Paragraph “141” of Plaintiffs’ Amended Complaint.

142. Defendants deny each allegation set forth in Paragraph “142” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT IX.
[Race Discrimination in Violation of New York City Human Rights Law §8-107
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]

143. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “142” of Plaintiffs’ Amended Complaint.

144. Defendants deny each allegation set forth in Paragraph “144” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT X.
[Nationality Discrimination in Violation of New York City Human Rights Law §8-107
Brought by All Plaintiffs, on Behalf of Themselves and the Discrimination Subclass,
Against All Defendants]”

145. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “144” of Plaintiffs’ Amended Complaint.

146. Defendants deny each allegation set forth in Paragraph “146” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT XI.
[Violation of New York Labor Law—Failure to Provide Agreed-Upon Benefits
Brought by All Plaintiffs, on Behalf of Themselves and the Wage Statement Subclass,
Against All Defendants]”

147. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “146” of Plaintiffs’ Amended Complaint.

148. Defendants deny each allegation set forth in Paragraph “148” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

149. Defendants deny each allegation set forth in Paragraph “149” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

150. Defendants deny each allegation set forth in Paragraph “150” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

151. Defendants deny each allegation set forth in Paragraph “151” of Plaintiffs’ Amended Complaint.

152. Defendants deny each allegation set forth in Paragraph “152” of Plaintiffs’ Amended Complaint.

153. Defendants deny each allegation set forth in Paragraph “153” of Plaintiffs’ Amended Complaint.

154. Defendants deny each allegation set forth in Paragraph “154” of Plaintiffs’ Amended Complaint.

155. Defendants deny each allegation set forth in Paragraph “155” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT XII.
[Violation of New York Labor Law—Nonprovision of Wage Statements
Brought by All Plaintiffs, on Behalf of Themselves and the Wage Statement Subclass,
Against All Defendants]”

156. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “155” of Plaintiffs’ Amended Complaint.

157. Defendants deny each allegation set forth in Paragraph “157” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

158. Defendants deny each allegation set forth in Paragraph “158” of Plaintiffs’ Amended Complaint.

159. Defendants deny each allegation set forth in Paragraph “159” of Plaintiffs’ Amended Complaint.

160. Defendants deny each allegation set forth in Paragraph “160” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT XIII.
[Violation of New York Labor Law—Nonprovision of Wage Notices
Brought by Plaintiffs ESTELA ROCIO RAMIREZ and ROSALINDA ROSALES on
Behalf of the Wage Notice Subclass, Against All Defendants]”

161. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “160” of Plaintiffs’ Amended Complaint.

162. Defendants deny each allegation set forth in Paragraph “7162of Plaintiffs’ Amended Complaint.

163. Defendants deny each allegation set forth in Paragraph “163” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

164. Defendants deny each allegation set forth in Paragraph “164” of Plaintiffs’ Amended Complaint.

165. Defendants deny each allegation set forth in Paragraph “165” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “COUNT XIV.
[Violation of the Fair Labor Standards Act—Nonpayment of Minimum Wage
Brought by Plaintiff ESTELA ROCIO RAMIREZ on Behalf of Herself and the FLSA
Collective, Against All Defendants]”

166. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “165” of Plaintiffs’ Amended Complaint.

167. Defendants deny each allegation set forth in Paragraph “167” of Plaintiffs’ Amended Complaint.

168. Defendants deny each allegation set forth in Paragraph “168” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

169. Defendants deny each allegation set forth in Paragraph “169” of Plaintiffs’ Amended Complaint.

170. Defendants deny each allegation set forth in Paragraph “170” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

171. Defendants deny each allegation set forth in Paragraph “171” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT XV.
[Violation of the Fair Labor Standards Act—Unpaid Minimum Wage
Brought by Plaintiff ESTELA ROCIO RAMIREZ on Behalf of Herself and the Minimum
Wage Subclass, Against All Defendants]”

172. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “171” of Plaintiffs’ Amended Complaint.

173. Defendants deny each allegation set forth in Paragraph “173” of Plaintiffs’ Amended Complaint.

174. Defendants deny each allegation set forth in Paragraph “174” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

175. Defendants deny each allegation set forth in Paragraph “175” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

176. Defendants deny each allegation set forth in Paragraph “176” of Plaintiffs’ Amended Complaint.

177. Defendants deny each allegation set forth in Paragraph “177 of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

178. Defendants deny each allegation set forth in Paragraph “178” of Plaintiffs’ Amended Complaint.

AS AND FOR “COUNT XVI.
[Violation of the New York Labor Law—Untimely Paid Wages
Brought by Plaintiff ESTELA ROCIO RAMIREZ on Behalf of Herself and the Minimum
Wage Subclass, Against All Defendants]”

179. Defendants repeat and reallege each of their denials and other responses to Paragraphs “1” through “179” of Plaintiffs’ Amended Complaint.

180. Defendants deny each allegation set forth in Paragraph “180” of Plaintiffs’ Amended Complaint.

181. Defendants deny each allegation set forth in Paragraph “181” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

182. Defendants deny each allegation set forth in Paragraph “182” of Plaintiffs’ Amended Complaint, but refer to the statute referenced for a true and correct statement of its contents.

AS AND FOR “PRAYER FOR RELIEF”

183. Defendants deny each allegation set forth in the Wherefore clause and Prayer for Relief of Plaintiffs’ Amended Complaint, including subparts (a) through (o) contained therein.

STATEMENT OF AFFIRMATIVE DEFENSES AND OTHER DEFENSES

184. Defendants assert the following affirmative and other defenses without assuming any burden of production or proof that they would not otherwise have:

AS AND FOR A FIRST DEFENSE

185. Plaintiffs fails to state a claim upon which relief may be granted, either on their own behalf or on behalf of those persons whom they purport to represent.

AS AND FOR A SECOND DEFENSE

186. Plaintiffs’ claims are barred, in whole or in part, by the applicable limitations period.

AS AND FOR A THIRD DEFENSE

187. Plaintiffs has been paid all wages due and owing and, as such, cannot state a claim upon which relief may be granted.

AS AND FOR A FOURTH DEFENSE

188. Plaintiffs’ claims are barred, in whole or in part, by the *de minimis* doctrine.

AS AND FOR A FIFTH DEFENSE

189. Plaintiffs' claims are barred, in whole or in part, by the doctrines of laches, estoppel, waiver and/or other equitable defenses.

AS AND FOR A SIXTH DEFENSE

190. Plaintiffs are not entitled to equitable relief insofar as they have an adequate remedy at law.

AS AND FOR A SEVENTH DEFENSE

191. At all relevant times, Defendants acted reasonably and in good faith and did not violate, interfere with, refuse or deny any rights which may be secured to Plaintiffs under any federal, state, city, or local laws, rules, regulations, codes, guidelines or common law.

AS AND FOR AN EIGHTH DEFENSE

192. Payments to Plaintiffs were made in good faith and in conformity with and in reliance on an administrative regulation, order, ruling, approval, interpretation, administrative practice, and/or enforcement policy of the United States Department of Labor and/or New York State Department of Labor.

AS AND FOR A NINTH DEFENSE

193. Plaintiffs cannot establish a willful violation under the FLSA or any state wage and hour law.

AS AND FOR A TENTH DEFENSE

194. Plaintiffs' claims for damages are barred or limited by Defendants' good faith efforts to comply with applicable law.

AS AND FOR AN ELEVENTH DEFENSE

195. This case may not be maintained as a collective action because Plaintiffs are not similarly-situated to the other individuals they purport to represent.

AS AND FOR A TWELFTH DEFENSE

196. Plaintiffs lacks standing to be and are not adequate representatives of the putative class action and, as such, the Court should not authorize notice to be issued or a class action to be maintained under federal or state law.

AS AND FOR A THIRTEENTH DEFENSE

197. Plaintiffs have not and cannot satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure.

AS AND FOR A FOURTEENTH DEFENSE

198. This case is not appropriate for class action certification because the facts and law common to the case, if any, are insignificant compared to the individual facts and issues particular to Plaintiffs and to the purported class action members.

AS AND FOR A FIFTEENTH DEFENSE

199. Plaintiffs cannot establish or maintain a class action because it cannot be demonstrated that a class action is superior to other methods available for adjudicating any controversy.

AS AND FOR A SIXTEENTH DEFENSE

200. To the extent any members of the putative class action have signed a release and/or waiver encompassing claims alleged in the Amended Complaint or a contractual waiver or agreement contrary to their claims herein, their claims are barred by that release, waiver or agreement.

AS AND FOR A SEVENTEENTH DEFENSE

201. All claims are barred in whole or in part to the extent that the work performed falls within exemptions, exclusions, exceptions, or credits set forth in Federal or state law.

AS AND FOR AN EIGHTEENTH DEFENSE

202. Plaintiffs' claims pursuant to New York Labor Law § 195 also are barred because, to the extent Plaintiffs did not receive any required notice pursuant to that law, Defendants reasonably believed in good faith that they were not required to provide the employees with notice pursuant to the law. This defense also may apply to the claim of some or all of the class of allegedly similarly-situated persons.

AS AND FOR A NINETEENTH DEFENSE

203. Plaintiffs were provided all wage statements and wage notices required by New York Labor Law § 195, and even if Plaintiffs were not provided a proper wage statement and/or wage notice required by that section, Plaintiffs' claims are barred because Defendants made complete and timely payment of all wages due to Plaintiffs under the NYLL. This defense also may apply to the claim of some or all of the class of allegedly similarly-situated persons.

AS AND FOR A TWENTIETH DEFENSE

204. All actions taken by Defendants were taken for legitimate, non-discriminatory and non-retaliatory business reasons.

AS AND FOR A TWENTY-FIRST DEFENSE

205. All claims as against Defendants Archdiocese of New York, Joseph Sayegh, Luana Darson and Joseph Kinda should be dismissed, in whole or in part, because they were not Plaintiffs' employers and/or joint employers.

206. In addition to the foregoing defenses, Defendants retain the right to amend their Answer to raise additional affirmative defenses and other defenses or pursue any available counterclaims against Plaintiffs or any putative class action member who joins this action as those claims become known during this litigation.

WHEREFORE, Defendants respectfully request that the Court:

- (a) Dismiss the Amended Complaint in its entirety, with prejudice;
- (b) Deny each demand and prayer for relief contained in the Amended Complaint;
- (c) Award Defendants reasonable attorney's fees and costs, incurred in defending against this action; and
- (d) Grant such other and further relief as the Court deems just and proper.

Dated: May 10, 2021
New York, New York

Respectfully submitted,
JACKSON LEWIS P.C.
666 Third Avenue, 29th Floor
New York, New York 10017
(212) 545-4000

By: 

Wendy J. Mellk
Jason A. Zoldessy
Catalina Cadavid

ATTORNEYS FOR DEFENDANTS